

4-3264

07-09  
TRANSPORTATION

X 1982 - 1983 AGREEMENT

between the

IRVINGTON BOARD OF EDUCATION

TRANSPORTATION ASSOCIATION

and the

IRVINGTON BOARD OF EDUCATION

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PREAMBLE

This agreement entered into this 16th day of June, 1982, by and between the Board of Education of the Township of Irvington, New Jersey, hereinafter referred to as the "Board" and the Irvington Board of Education Transportation Association, hereinafter referred to as the "Association."

WITNESSETH

WHEREAS, the Board has an obligation, pursuant to Chapter 123, Public Laws of 1974, to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment; and

WHEREAS, the parties, through negotiations in good faith, have reached certain agreements which they desire to set forth in this collective negotiation agreement;

NOW, THEREFORE, in consideration of the following mutual covenants and other good and valuable consideration, the Board and the Association agree:

## ARTICLE I

### RECOGNITION CLAUSE

The Board of Education of the Township of Irvington, hereby recognizes the Irvington Board of Education Transportation Association as the exclusive bargaining representative, as defined in Chapter 123, Public Laws of 1974, for all School Bus Drivers, School Bus Attendants, Mechanics, Maintenance employees employed in the Transportation Department and Janitors employed in the Transportation Department, exclusive of the Supervisor of Transportation, Assistant Supervisor of Transportation and the Clerk-Typist for the Department of Transportation.

- (a) The term "employee," when used hereinafter in this agreement, shall refer to all employees represented by the name of the employee organization in the bargaining or negotiating unit as heretofore defined.
- (b) The term "Board" shall include its officers and agents.

The Board agrees not to negotiate with any organization other than that designated as the representative pursuant to the New Jersey Employer-Employee Relations Act, Chapter 123, Laws of 1974, for the duration of this agreement.

## ARTICLE II

### NEGOTIATION PROCEDURE

1. This agreement incorporates the entire understanding of the parties on all issues which were, or could have been the subject of negotiations. During the term of this agreement, neither party will be required to negotiate with respect to any such matter, whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.
2. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974, in good-faith effort to reach an agreement on all matters concerning the terms and conditions of transportation employment. Such negotiations shall begin not later than October 1 of the calendar year preceding the calendar year in which this agreement expires. Any agreement so negotiated shall apply to all members of the negotiating unit as set forth in Article I herein, and shall be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

## ARTICLE III

### BOARD'S RIGHTS CLAUSE

The Board, on its own behalf and on behalf of the citizens of the Township of Irvington, New Jersey, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by laws and Constitution of the State of New Jersey, and of the United States, including, but without limiting the generality of the foregoing, the right:

- (a) To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
- (b) To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their demotion or dismissal, and to promote and transfer all such employees;
- (c) To determine assignment to schools or any other building under the control of the Board; to determine hours of work, duties, responsibilities and all other terms and conditions of employment.

The exercise of the foregoing powers, right, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of New Jersey and the Constitution and Laws of the United States.

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under Title 18A School Laws of New Jersey, or any other national, state, county, district, or local laws or regulations as they pertain to education.

## ARTICLE IV

### WORK SCHEDULE

- 1. (A) The regular work week shall consist of the schedule and hours as fixed by the Supervisor of Transportation.
- (B) The employees shall report for duty as assigned by the Supervisor of Transportation and their work shall be under the control and supervision of said Supervisor. They shall strive to complete their work within their work schedule assignment and when required, shall furnish special overtime services. No compensation for special overtime services shall be paid for unless the same is first duly approved by the Supervisor of Transportation.

(C) The Supervisor of Transportation shall keep accurate and current records of attendance and absence for all employees under supervision. The Supervisor shall complete and submit the reports to the Secretary-Business Manager of the Board of Education on the approved forms.

(D) Employees covered under the terms and conditions of this agreement shall be required to work commencing September 1st until June 30th unless otherwise listed as special 12-month employees. Twelve month employees shall be retained on a special schedule.

(E) Assignment of School Trips

Within five (5) days following the opening of schools, the Supervisor of Transportation shall notify the Board Secretary-Business Manager of the assigned hours for all employees covered under the terms of this agreement, said notification shall be in writing.

Prior to October 1st of the school year, the Supervisor of Transportation and the designee for Special Services shall certify, in writing, the actual hours for each school trip. Any employee who wishes to contest the approved hours for their scheduled runs may do so by appealing to the Supervisor of Transportation, in writing.

## ARTICLE V

### CONDITIONS OF EMPLOYMENT

1. All employees who are employed in the Irvington School System shall, at all times, be courteous and respectful to all persons with whom they come in contact. The said employees shall report for duty promptly on the scheduled hour to which they are assigned and they shall be in a fit condition to perform their assigned duties. The use of loud or profane language is expressly prohibited.
2. In addition to the foregoing, the employees in the Department of Transportation, shall, at all times, try to understand the pupils and to exercise caution and fairness in dealing with them and their parents. The employees assigned to the Department of Transportation, shall, at all times, try to understand all persons having business with the Board and exercise caution and fairness in dealing with said persons.

3. All employees shall cooperate in an endeavor to establish a smooth running Department of Transportation for the Irvington School System. They shall study and become familiar with safe driving habits, proper maintenance of equipment and first-aid techniques. They shall be accurate in performing all of their assignments and duties as determined and scheduled by the Supervisor of Transportation. All employees must familiarize themselves with the rules and regulations of the Board of Education and the rules and regulations of the New Jersey Department of Education applicable to school bus drivers and other personnel employed in the Department of Transportation.
4. The employees shall be hired under contract for annual calendar periods based on ten-month or twelve-month basis when required, at a salary rate to be approved by the Board of Education. The term of the contract shall be subject to termination by the Board upon service of a five-day notice for any reason whatsoever.
5. Effective July 1, 1981, prospectively, all employees covered by these rules and regulations shall, as a condition of their employment, become a member of, and maintain membership in the Public Employees Retirement System and the Social Security System.
6. The Board of Education controls the employment relationships within legal limitations and has the power to control the employees and their duties, to assign and reassign them within the framework of said duties.
7. Subject to the provisions of the law made and provided for and reserving unto the Board of Education the right to compel the retirement of an employee, at its discretion, at such other times as the applicable law may permit, it is provided that all employees covered by these rules and regulations, who shall attain the age of 70 years, shall be retired from service in accordance with rules and regulations of their respective pension fund.

## ARTICLE VI

### HOLIDAYS

1. All employees covered under the terms and conditions of this agreement shall have all holidays off, with pay, as determined by the Irvington School District calendar. If an employee is required to work on an approved Irvington School calendar holiday, when school is not in session, that employee shall receive his regular base rate, plus time and one-half for hours worked. This provision applies only to school bus drivers and attendants. All other employees shall receive the following holidays off, with pay:

New Year's Day	Christmas Day
Good Friday	Columbus Day
Independence Day	General Election Day
Memorial Day	Veterans' Day
Labor Day	Lincoln's Birthday
Thanksgiving Day & day after	Washington's Birthday
	Martin Luther King Day

YOM KIPPUR - During the term of this agreement, it is understood and agreed that if any other non-instructional bargaining unit members receive a day off for the holiday Yom Kippur, members covered under the terms of this agreement shall also receive that day off with pay, and should they be required to work, the premium pay, as indicated in this agreement, shall apply.

The aforementioned holidays schedule shall be applicable to mechanics, janitors and other maintenance employees employed in the Transportation Department, on a 12-month basis.

2. In the event the aforementioned employees are required to work on the foregoing holidays, they will receive their regular base rate, plus time and one-half.

## ARTICLE VII

### SICK LEAVE

Sick leave, as used in this rule, is defined to mean absence from his/her post of duty, of any such employee because of personal disability due to illness or injury, or because the employee has been excluded from school by the school district's medical authorities on account of a contagious disease, or being quarantined for such a disease in his/her immediate household.

All employees covered by these rules who are steadily employed, shall be allowed sick leave, with full pay, at the regular rate, on the basis of one day for each month of the calendar year that the employee has worked.

If an employee requires in any calendar year, less than the allowed days for sick leave, all days of leave not utilized that year shall be accumulated to be used for sick leave as needed in subsequent years, provided the employee is still employed.

In the event of sick leave claimed, a written statement from the employee, because of absence due to personal illness or quarantine, must be filed with the Secretary of the Board, through the Office of the Supervisor of Transportation, within 5 school days from the last day of absence. In any event, a physician's certificate for four (4) or more consecutive school days of absence due to personal illness or quarantine, must be filed with the Secretary of the Board through the Supervisor of Transportation, within five (5) school days from the last day of absence.



## OTHER LEAVES OF ABSENCE

1. Two (2) days' absence of each school year is granted to each employee who has continuously served the Board of Education for at least one year, for personal or business purposes, provided the immediate supervisor approves of this absence, in advance. These days of absence must be taken during the current school year and cannot be accumulated.

It is necessary that employees, in case of leave of absence claimed, file a written statement with the Secretary of the Board, through the Supervisor's Office, within five (5) school days from the date of absence.

2. An employee shall be entitled to full pay for one day during the school year when absence is due to attendance in court or quasi-judicial hearing in response to a subpoena to testify, provided proof is filed with the Secretary of the Board through the office of the Supervisor of Transportation of such attendance, within 5 days from the date of absence.
3. No deduction in salary shall be made if the absence is caused by the illness of a parent, brother, sister, husband, wife, child, or other member of the immediate family or household, RESIDING WITH THE EMPLOYEE, provided that such leave of absence shall not exceed three (3) school days in any school year. This leave can be for 3 separate school days, or for consecutive school days (not more than 3) in any school year. This leave is not to accumulate to beyond any school year.

In the event of such absence, the employee shall file a written statement certifying to the relationship of the person who is ill, with the date of absence and same shall be filed with the Secretary of the Board of Education, through the Supervisor of Transportation, within five school days from the day of absence. Should said absence continue for two or three consecutive school days, the written statement of the employee shall be accompanied by a certificate of a physician certifying to the illness of the parent, etc. Failure to file the statement and the physician's certificate, as above specified, shall be cause for deduction of salary for said absence.

4. All benefits to which an employee was entitled at the time of his leave of absence commenced, including unused accumulated sick leave, and excluding salary increments, shall be restored to him upon his return and he shall return to the same classification which he held at the time said leave commenced, if available, or if not, to a substantially equivalent classification.

## TERMINAL PAY ON BASIS OF SICK LEAVE

Any employee with fifteen (15) years or more of consecutive service with the Irvington Board of Education, may, upon termination of employment, receive the following compensation:

\$20.00 per day of accumulated sick days up to a maximum of 100 days.  
This benefit shall only be paid once for each employee.

ARTICLE VIII  
LEAVES OF ABSENCE

- (A) All injuries, no matter how slight, must be reported to the immediate Supervisor. The Supervisor shall make a written report to the Office of the Board. All absences caused by such on-the-job injury shall be reported. The employee shall advise the Board of any and all amounts of Workers' Compensation awards made for temporary disability. The Board reserves the right to have the employee examined by a physician at reasonable times.

Subject to the reservation by the Board of its legal rights, it is provided that whenever an employee is absent from his job as a result of a personal injury caused by an accident arising out of and in the course of his work, the Board may pay to the employee, the full salary for the period of absence reduced by the amount of Workers' Compensation benefits received for each day of absence and including Saturdays and Sundays. The salary shall be paid for absence during the waiting period and during the period the employee received, or was eligible to receive temporary Workers' Compensation benefits and the salary may be paid up to one calendar year without charging same to sick leave.

(B) ABSENCE BY REASON OF DEATH

In case of death of a member of the employee's immediate family, limited to spouse, mother, father, child, brother or sister, the employee shall be entitled to five (5) calendar days off from work for the funeral, without loss of pay.

In case of the death of the grandparents of the employee, father-in-law, or mother-in-law of an employee, the employee shall be entitled to 3 calendar days off from work for the funeral, without loss of pay.

In the case of the death of a relative of the employee, the employee shall be entitled to one (1) day off from work for the funeral, without loss of pay.

It is necessary that an employee file in these instances, a written statement giving dates and family relationship with the deceased, with the Secretary of the Board, within 5 school days of absence.

(C) MATERNITY LEAVE OF ABSENCE (Without Pay)

Both parties agree that a maternity clause will be incorporated in this agreement to conform with the New Jersey State Law.

(D) LEAVES OF ABSENCE WITHOUT PAY

Leaves of absence with full loss of salary, may be granted by the Board for a limited and definite period. No request for a leave of absence will be considered (1) until a written application containing a statement of the reasons for the leave of absence, has been filed with the Board Secretary-Business Manager and (2) until the Board Secretary has submitted to the Board, a recommendation with respect to the application. The Board will entertain no application for a leave of absence except for ill health or maternity reasons that will bring the total time for absence on leave, to more than one school year, within three consecutive school years. For the purpose of this section, the full loss of salary shall be calculated on the basis of 1/200th of the employee's annual salary for 10-month employees and 1/240th of the employee's annual salary for 12-month employees.

## ARTICLE IX

### VACATION SCHEDULES

The following vacation schedules shall be applicable to twelve-month employees only. Effective July 1, 1978....employees required to work on a twelve-month schedule, shall receive an annual vacation in accordance with the following schedule:

1. Employees having worked for the Board for a continuous period of not more than one year, as of June 30th of any year, shall receive a vacation, with pay, at the regular rate of one working day for each month of continuous service, exclusive of the first two months of such service.
2.

1 year - less than	5 years ...	10 days
5 years - less than	15 years ...	15 days
15 years - less than	25 years ...	20 days
25 years - and over	...	25 days
3. All vacations shall be taken on consecutive days unless the Board of Education and the employee agree on a division of the vacation time. All unused vacation time must be taken in the following annual period. No accumulated vacation periods will be allowed after one year from the date of the accrual of vacation.

## ARTICLE X

### INSURANCE PROTECTION

The Board agrees to pay 100% of the premium cost of a self-insured/reinsured health plan (The Rasmussen Agency, Inc. - Administrators) or equivalent, for all full time employees covered by this agreement and their immediate families (spouse and eligible children). All employees who wish to avail themselves of the aforesaid insurance coverage must make application for said coverage to the Board for themselves and for all eligible in their family who wish to be covered by said insurance. It is specifically agreed by and between the parties hereto that where the employee and his family are already covered by the same type of insurance coverage, that he will not make an application to be covered under the Board's insurance coverage.

### PRESCRIPTION PLAN

The Board agrees to provide a co-pay family prescription plan (employee cost \$1.00 per approved prescription) for all full time employees in the employment of the Board of Education.

### DENTAL PLAN

The Board agrees to pay 100% of the premium cost of a family dental plan, self-insured/reinsured plan (The Rasmussen Agency, Inc. - Administrators) or equivalent.

## ARTICLE XI

### AUTHORIZATION FOR DEDUCTIONS

Deductions for payment of dues; authorization; withdrawal. Whenever any person holding employment, whose compensation is paid by this State or by any County, Municipality, Board of Education or authority in this State, or by any Board, Body, Agency or Commission thereof, shall indicate in writing to the proper disbursing officer, his desire to have any deductions made from his compensation for the purpose of paying the employee's dues to a bonafide employee organization, designated by the employee in such request, and of which said employee is a member, such disbursing officer shall make such deduction from the compensation of such person and such disbursing officer shall transmit the sum so deducted to the employee organization designated by the employee in such request.

Any such written authorization may be withdrawn by such person holding employment at any time, by filing notice of such withdrawal with the above-mentioned disbursing officer. The filing of notice of withdrawal shall be effective to halt deductions as of January 1 or July 1 next succeeding the date on which notice of withdrawal is filed.

## ARTICLE XII

### GRIEVANCE PROCEDURE

#### (A) DEFINITIONS

1. The term "grievance" means a complaint by any employee or group of employees that, as to them, there has been an inequitable, improper or unjust application, interpretation or violation of this agreement.
2. The term "grievance" and the procedure relative thereto, shall not be deemed applicable in the following instances:
  - (a) the failure or refusal of the Board to renew a contract of a non-tenure employee.
  - (b) in matters where a method of review is prescribed by law, or by any rule, regulation or by-law of the State Commissioner of Education or the State Board of Education.
  - (c) in matters where the Board is without authority to act.
  - (d) in matters involving the sole and unlimited discretion of the Board.
3. The term "employee" shall mean any regularly employed individual who is a member of the negotiating unit as set forth in Article I herein.

4. The term "representative" shall include any organization, agency or person authorized or designated by any employee, or any group of employees, or by the Association, or the the Board, to act on its, or their behalf and to represent it or them.

5. The term "immediate" supervisor shall mean the person to whom the aggrieved employee is directly responsible under the Table of Organization prevailing in this school district.

6. The term "party" means an aggrieved employee who may be affected by the determination of the Supervisor or the Secretary-Business Manager in connection with the procedure herein established.

(B) PROCEDURE

1. An aggrieved employee shall institute action under the provisions hereof within 5 calendar days of the occurrence complained of, or within 5 calendar days after he/she would reasonable be expected to know of its occurrence. Failure to act within the said 5 days, shall be deemed to constitute an abandonment of the grievance and the grievance shall be barred.

2. An employee processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination or reprisal.

3. In the presentation of a grievance, the employee shall have the right to present his own appeal, or to designate an authorized representative of the Irvington Board of Education Transportation Association to appear with, and represent him at any step of his appeal. A minority organization shall not have the right to present or process a grievance.

4. Whenever the employee appears with a representative, the Board shall have the right to designate a representative to participate at any stage of the grievance procedure.

5. In the event a grievance should be filed by any employee who is not subject to the jurisdiction of the Supervisor of Transportation, or who may be answerable to more than one person, he shall discuss his grievance initially with the Secretary-Business Manager and if dissatisfied with the determination, may appeal to the Board in accordance with the provisions herein set forth.

6. In any case, where a grievance is based upon the direct order, ruling or determination of the Secretary-Business Manager, the aggrieved employee may appeal directly to the Board within ten (10) school days of the issuance of said order, ruling or directive, or within 10 days of the time when same have been brought to the employee's attention, by filing with the Secretary of the Board, a writing setting forth:

- (a) The order, ruling or determination complained of;
- (b) The basis of the complaint;
- (c) A request for a hearing if a hearing is desired.

A copy of the writings set forth above shall be served upon the Supervisor of Transportation and the Secretary-Business Manager, one of which shall have the right to reply in writing thereto. A copy of such reply shall be served upon the aggrieved employee.

7. Upon receipt of a grievance filed under the provisions of Paragraph 6, the procedure shall be set forth in levels 2, 3, 4, and 5 of this agreement.

8. All employees who are members of the bargaining unit as set forth in Article I herein, shall be entitled to resort to the full procedure hereinabove set forth.

9. No grievance proceedings shall be scheduled during work hours.

(C) LEVELS

1. An employee shall first discuss his grievance orally with his immediate Supervisor. A decision shall be rendered within 3 days (school days) of said hearing. The said immediate Supervisor shall make a record of the time and date of his discussion and a copy delivered to the grievant.

2. If the grievance is not resolved to the employee's satisfaction with 3 school days from the determination referred to in Level 1., the employee shall submit his grievance in writing, specifying in detail the following paragraphs a-b-c, with copies to be submitted to the Supervisor of Transportation and the Secretary-Business Manager.

- (a) The nature of the grievance;
- (b) The results of the previous discussion;
- (c) The basis of his dissatisfaction with the determination.

3. Within 5 school days from the receipt of the written grievance, (unless a different period is mutually agreed upon, the Secretary-Business Manager or Supervisor shall, in writing, advise the employee and his representative, if there be one, of the determination.

4. In the event of the failure of the Supervisor or Secretary-Business Manager to act in accordance with the provisions of Level 3, and/or in the event a determination by either one, in accordance with the provisions thereof is deemed unsatisfactory by either party, the dissatisfied party, within 10 days of the determination, may appeal to the Board of Education.

Where an appeal is taken to the Board, there shall be submitted by the appellant:

(a) the writings set forth in Levels 2 & 3 and a further statement, in writing, setting forth the appellant's dissatisfaction with the Supervisor's or the Secretary-Business Manager's action. A copy of said statement shall be furnished to the Supervisor, the Secretary-Business Manager and to the adverse party.

If the appellant, in his appeal to the Board, does not request a hearing, the Board may consider the appeal on the written record submitted to it, or the Board may, on its own, conduct a hearing, or it may request the submission of additional written material. Where additional written materials are requested by the Board, copies thereof shall be served upon the adverse parties who shall have the right to reply thereto. Where the appellant requests in writing, a hearing shall be held by the Board or a committee of three (3) or more Board Members designated by the Board.

The Board, or said committee, shall make a determination within 10 calendar days from the receipt of the grievance and shall, in writing, notify the employee, his representative, if there be one, the Supervisor and Secretary-Business Manager, of its determination. This time period may be extended by mutual agreement of the parties.

5. If the aggrieved person is not satisfied with the disposition of his grievance at Level 4, or if no decision has been rendered within ten (10) school days after he has first met with the Board, or the committee, he may, within five (5) school days after he first met with the Board, or the committee, whichever is sooner, request in writing, that the Association submit his grievance to arbitration. A copy of said request shall be submitted to the Board within the aforementioned times specified.

If the Association determines that the grievance is meritorious and that submitting it to arbitration is the best interest of the employee and the school system, it may submit the grievance to arbitration with fifteen (15) school days after receipt of a request by the aggrieved person. Failure to act within the time specified in this paragraph shall be deemed to constitute an abandonment of the grievance.

The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room, shall be borne equally by the Board and the Association.

The decision of the Arbitrator shall be final and binding on the parties.

## ARTICLE XIII

### MISCELLANEOUS

1. Negotiation of Successor Agreement - The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article I of this Agreement with any organization other than the Association for the duration of the Agreement.
2. Nothing contained herein shall be construed to deny or restrict to any employee, such rights as he may have under the New Jersey School Laws, or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
3. This agreement shall not be modified in whole, or in part, by the parties except by an instrument, in writing, duly executed by both parties.
4. No employee shall be prevented from wearing pins or other identifications of membership in the Association or its affiliates.
5. Reference is made to R.S. 18:5-50, the provisions of which are herein incorporated. All employees are required to comply with the statutory health requirements and to submit to the medical examinations as provided by law, as a condition of continued employment.
6. When such interpretation is appropriate, any work denoting gender used herein shall include all persons, and words used in the singular, shall include the plural.
7. The Supervisor of Transportation or the Secretary-Business Manager are empowered to summarily order off the school premises/vehicles any employee who reports to work in an unfit condition, or if he/she violates any of the foregoing rules, or is guilty of neglect or misbehavior.
8. The Board, for just cause, may terminate the employment, discharge, dismiss or suspend said employee or reduce his/her compensation. All subject to the provisions of the grievance procedure of this agreement.
9. In the event an employee expects to be absent, he/she shall telephone the Supervisor of Transportation not later than 6:30 A.M. of the day of such absence.
10. The Board and the Association agree that the Association shall have the right to use school buildings at reasonable times for meetings and other Association activities within the provisions of the Board rules and regulations. Said use to be with the approval of the Secretary-Business Manager or his designated representative.



## ARTICLE XIV

### NOTIFICATION OF SICK DAYS

The Board agrees to report to each employee their accumulated, unused sick time, each year prior to October 1st.

## ARTICLE XV

### SICK BANK

- (a) Members of the Irvington Board of Education Transportation Association shall be allowed to develop an accumulated sick bank plan provided said plan is submitted to the Office of the Secretary-Business Manager for approval.
- (b) It is also agreed that employees covered under the terms of this agreement, who do not use one or both of their Personal Business days, as defined in this agreement, shall be entitled to transfer the remaining Personal Business days, if any, to their accumulated sick time.

## ARTICLE XVI

### UNIFORMS

The Board agrees to provide, at no cost to the school bus drivers and aides, two (2) jackets (one with lining). All other employees shall receive uniforms as provided to the Irvington School janitors.

## ARTICLE XVII

### SCHOOL BUS AIDES

- (a) The Board agrees that School Bus Aides, who are employed on an annual basis, and have one (1) or more years of service with the Irvington School District, shall be entitled to all benefits as defined in this agreement, provided the Aide is employed on a 4-hour basis or more.
- (b) Following completion of one year as a School Bus Aide, the Aide shall be placed on an annual salary computed at their negotiated contractual hourly rate times the number of hours of the assigned school run. Aides receiving an annual rate, in accordance with this agreement, shall be entitled to all benefits applicable under the terms of this agreement including pension benefits.

## MISCELLANEOUS

1. Special assigned field trips shall be determined at a flat rate, depending on the distance and time of the assigned trip. The trip shall be determined by the Transportation Supervisor and the assigned employee. It is further agreed that the rate agreed to shall include the cost of lunch.
2. Any school bus driver who has 3 or more years of service with the Irvington School District, and who fails to have his/her school bus driver's license reissued, due to reasons of health or failure to pass the required examination, shall be offered another position with the Irvington School District, providing there is an opening and with the further provision that the employee meets the qualifications to fulfill the vacant position. It is further agreed that the Board of Education has the sole right to make the final determination in this matter.
3. The Board agrees that a rotation program for overtime for school bus drivers shall be established and the Board further agrees to adhere to this policy, providing there is no disruption in the scheduling and transportation of pupils.
4. In the event a dispute arises between the Transportation Supervisor and the employee on the matter of assigned special overtime school run, the matter shall be referred to the Secretary-Business Manager who shall render a decision and said decision shall be binding and not grievable.

## ARTICLE XV ALTERATION OF AGREEMENT

No agreement or amendment shall be binding on any of the parties hereto, unless such agreement is made and executed in writing between the parties.

## ARTICLE XVI REDUCTION IN FORCES OR ABOLISHING A POSITION

In accordance with the policy of the Board of Education to deal fairly with any member of this bargaining unit affected by a reduction in force, or the abolishment of a position, the following guidelines shall be followed:

- (1) Employees affected by a reduction in force will be those employees who have the least amount of continuous service with the Board of Education.
- (2) In the event a job opening occurs following a reduction in forces, employees affected by the reduction in force shall be recalled in the inverse order of seniority.
- (3) In the event a position is abolished, that employee so affected, shall have the right to exercise their seniority providing they can perform the job they are applying for and further providing they have more seniority than the employee to be replaced.

SCHEDULE "E" - 1982 - 1983 SALARY GUIDE

Rate Per Hour

1 - 4.75  
2 - 5.00  
3 - 5.25  
4 - 5.50  
5 - 5.80  
6 - 6.10

MAX. 6.40

\*\* Rate Per Hour

5.04  
5.30  
5.57  
5.83  
6.15  
6.47

MAX .6.78

\*\* Includes 6% differential  
for Type I license as re-  
quired and assigned

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SCHOOL BUS AIDES

1982-1983 Rate Per Hour

1st year 4.45  
2nd year 4.60  
3rd year 4.75  
4th year (Max.) 4.90

Sub. School Bus Driver \$ 4.60

- |                                |                                |
|--------------------------------|--------------------------------|
| • 4 hour schedule - 800 hours  | • 6 hour schedule - 1200 hours |
| • 4 1/2 hours - 900 hours      | • 6 1/2 hours - 1300 hours     |
| • 5 hour schedule - 1000 hours | • 7 hour schedule - 1400 hours |
| • 5 1/2 hours - 1100 hours     |                                |

Hourly rates for Drivers are converted on an annual contract basis concurrent with assigned hours.

AGREEMENT BETWEEN:

THE IRVINGTON BOARD OF EDUCATION

AND

IRVINGTON BOARD OF EDUCATION TRANSPORTATION ASSOCIATION

This agreement shall become effective on the 1st day of July, 1982, and shall remain in full force and effect for a period of one (1) year and shall expire on the 30th day of June, 1983.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed and have set their hands and seal thereto, executing this agreement by their duly authorized agents this 16th day of June, 1982.

THE IRVINGTON BOARD OF EDUCATION  
TRANSPORTATION ASSOCIATION:

BY:

Shirley Miles  
Shirley Miles

Rose Jones  
Rose Jones

Maria Macavia  
Maria Macavia

Annie Rivers  
Annie Rivers

Seal:

THE IRVINGTON BOARD OF  
EDUCATION:

BY:

Herbert L. Ramo  
Herbert L. Ramo, Chairman  
Board Negotiating Committee

Attest:

Michael A. Blasi  
Michael A. Blasi  
Secretary-Business Manager  
Board Negotiator